

Panaji, 26th November, 2015 (Agrahayana 5, 1937)

SERIES II No. 35

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 34 dated 19-11-2015 as follows:—

- (1) Extraordinary dated 20-11-2015 from pages 1009 to 1010 regarding Order from Department of Home.
- (2) Extraordinary (No. 2) dated 25-11-2015 from pages 1011 to 1012 regarding Notification from Department of Elections.

## GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

### Order

No. 8/122/2015-16/Re-designation/D.Agr/196

Sanction of the Government is hereby conveyed for the re-designation of the below mentioned posts as indicated at column 4 in the Directorate of Agriculture for maintaining proper hierarchy for smooth functioning of the Directorate with immediate effect. However, the duties, functions, pay and allowances shall continue to be the same.

Sr. No.	Budget Head	Name of the Officer holding the post and present designation	Re-designated post as	Pay scale
1	2	3	4	5
1.	2401-00-001-02-(01) NP	Shri Yadvendra N. Dessai, Dy. Director of Agriculture (Hort)	District Agriculture Officer (North)	Rs. 15,600-39,100+ Rs. 6,600/- Grade Pay.
2.	2401-00-001-02-(01) NP	Shri Satish C. Dev, Dy. Director of Agriculture (PP)	District Agriculture Officer (South)	Rs. 15,600-39,100+ Rs. 6,600/- Grade Pay.
3.	2401-00-001-03-(01) NP	Vacant, Dy. Director of Agriculture (Farms)	Dy. Director of Agriculture (Extension)	Rs. 15,600-39,100+ Rs. 6,600/- Grade Pay.
4.	2401-00-001-02-(01) NP	Shri Nelson Figueredo, Dy. Director of Agriculture (Agron)	Dy. Director of Agriculture (Hort)	Rs. 15,600-39,100+ Rs. 6,600/- Grade Pay.
5.	2401-00-103-02(01) NP	Vacant, Dy. Director of Agriculture (WS)	Dy. Director of Agriculture (Crops, INM & NRM)	Rs. 15,600-39,100+ Rs. 6,600/- Grade Pay.
6.	2401-00-001-02(01) NP	Shri Satej Kamat, Assistant Director of Agriculture (Hort)	Assistant Director of Agriculture (Farms)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
7.	2401-00-109-05(01) NP	Shri Sandeep Fal Dessai, Assistant Director of Agriculture (Coconut)	Assistant Director of Agriculture (Hort)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.

1	2	3	4	5
8.	2401-00-001-01(01) NP	Shri Sanjeev Mayekar, Assistant Director of Agriculture (Cashew)	Assistant Director of Agriculture (Crops)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
9.	2402-00-102-01(01)P	Shri Vithal Joshi, Assistant Director of Agriculture (WS)	Assistant Director of Agriculture (INM & NRM)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
10.	2401-00-001-03(01) NP	Shri Shivanand Wagle, Assistant Director of Agriculture (Ext.)	Assistant Director of Agriculture (Ext.)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
11.	2401-00-109-05(01) NP	Shri C. B. Perni, Assistant Director of Agriculture (P&E)	Assistant Director of Agriculture (P&E)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
12.	2401-00-109-05-(01) NP	Shri Rajesh Dessai, Assistant Director of Agriculture (FT)	Assistant Director of Agriculture (FT)	Rs. 15,600-39,100+ Rs. 5,400/- Grade Pay.
13.	2401-00-109-08-(01)(P)	Shri Saieesh Gandhi, Agriculture Officer (Pub)	Agriculture Officer (Inf & Tech)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
14.	2401-00-001-01(01) NP	Shri Rajesh D'Costa, Agriculture Officer (Information)	Agriculture Officer (INM)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
15.	2401-00-001-01(01) NP	Shri Kishore Bhawe, Agriculture Officer (Ext)	Agriculture Officer (Ext)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
16.	2401-00-119-05-01(P)	Shri Raghunath Joshi, Assistant Project Officer (Cashew)	Agriculture Officer (Hort)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
17.	2401-00-001-02-01 (NP)	Shri Satyavan Dessai, Agriculture Officer (PP)	Agriculture Officer (Fert & PP)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
18.	2401-00-001-02(01) NP	Smt. Vismita Marathe, Agriculture Officer (Fert)	Agriculture Officer (RKVY)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
19.	2401-00-119-05(01)P	Shri Sujay Shirodkar, Assistant Project Officer (Cashew)	Agriculture Officer (NRM)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
20.	2401-00-001-02(NP)- -01 Salaries	Smt. Vaibhavi Dessai, Agriculture Officer (Coconut)	Agriculture Officer (South-I)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
21.	2401-00-001-02(NP)- -01 Salaries	Smt. Kameshwari Raikar, Agriculture Officer (Hort)	Agriculture Officer (South-II)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
22.	2401-00-001-01(NP)- -01 Salaries	Shri Pramod Joshi, Agriculture Officer (Coconut)	Agriculture Officer (North-I)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.
23.	2402-00-001-01(NP)- -01 Salaries	Shariff Furtado, Agriculture Officer (WS)	Agriculture Officer (North-II)	Rs. 9,300-34,800+ Rs. 4,600/- Grade Pay.

By order and in the name of the Governor of Goa.

*U. B. Pai Kakode*, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 4th November, 2015.

## Department of Animal Husbandry

## Directorate of Animal Husbandry &amp; Veterinary Services

## Order

No. 2/2/79-AH (Part)/2015-16/4098

Government is pleased to order the transfer of the following Assistant Director and Veterinary Officers in the Directorate of Animal Husbandry & Veterinary Services, with immediate effect and in public interest to the stations as indicated against their names:-

Sr. No.	Name with designation	Present place of posting	Proposed place of posting
1.	Dr. Prashant P. Pai Dhungat, Assistant Director, Group "A"	Veterinary Hospital, Tonca	Head Office, Panaji.
2.	Dr. Rajendra H. Prabhu Gaonkar, Assistant Director, Group "A"	Government Veterinary Hospital, Curti-Ponda	Veterinary Hospital, Sonsodo-Raia.
3.	Dr. Surendra M. Naik, Assistant Director, Group "A"	Veterinary Hospital, Sonsodo-Raia	Head Office, Panaji.
4.	Dr. Gustavo J.F. Pinto, Assistant Director, Group "A"	Disease Investigation Unit, Tonca	Veterinary Hospital, Tonca.
5.	Dr. Satyavan B. Naik, Veterinary Officer, Group "B"	Veterinary Hospital, Curti-Ponda	Veterinary Dispensary Sanguem.
6.	Dr.(Mrs.) Veena S. Kumar, Veterinary Officer, Group "B"	Veterinary Hospital, Tonca-Caranzalem	Disease Investigation Unit, Tonca.
7.	Dr. Nitin S. Naik, Veterinary Officer, Group "B"	Veterinary Dispensary, Sanguem	Veterinary Dispensary, Canacona.
8.	Dr. Prashant V. Naik, Veterinary Officer, Group "B"	Veterinary Dispensary, Canacona	Veterinary Hospital, Sonsodo-Raia.
9.	Dr. Prakash M. Rane, Veterinary Officer, Group "B"	Veterinary Dispensary Gawane	Government Livestock Farm, Dhat.
10.	Dr. Mohan Ganpat Umarye, Veterinary Officer, Group "B"	Government Livestock Farm, Dhat	Veterinary Hospital, Curti-Ponda.
11.	Dr. Gayatridas C. Gauthankar, Veterinary Officer (on contract)	Veterinary Dispensary, Pernem	Veterinary Dispensary, Mandrem.
12.	Dr. Yogesh Shrikant Naik, Veterinary Officer, Group "B"	Veterinary Dispensary, Mandrem	Veterinary Dispensary, Pernem.
13.	Dr. Ashay P. Kankonkar, Veterinary Officer, Group "B"	Mobile Veterinary Clinic, North Goa, Bicholim	Veterinary Hospital, Tonca-Caranzalem.
14.	Dr. Charlette Elvina Fernandes, Veterinary Officer, Group "B"	Veterinary Dispensary, Calangute	Mobile Veterinary Clinic, North Goa, Bicholim.
15.	Dr. Priya Paresh Dalal, Veterinary Officer, Group "B"	Veterinary Hospital, Tonca-Caranzalem	Veterinary Dispensary, Calangute.
16.	Dr. Anuradha Anant Naik, Veterinary Officer, Group "B"	Veterinary Hospital Acoi, Mapusa Goa	Veterinary Dispensary, Siolim.
17.	Dr. Natasha Nilesh Asolkar, Veterinary Officer, Group "B"	Veterinary Dispensary, Siolim	Veterinary Hospital Acoi, Mapusa-Goa.

Veterinary Officer, Veterinary Dispensary, Valpoi shall look after the work of Veterinary Officer, Veterinary Dispensary, Gawane in addition to his own duties until further orders or alternate arrangement are made.

The Officers shall be entitled for transfer TA/DA as per rule.

Due to exigency of service and public interest the joining time is not permitted.

By order and in the name of the Governor of Goa.

Dr. *Santosh Desai*, Director & ex officio Joint Secretary (AH).

Panaji, 29th October, 2015.



### Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Order

No. 48-8-2001-TS/RCS/111/2789

- Read: 1. Order No. 48-8-2001-TS-RCS/111/345 dated 28-4-2015.  
2. Letter dated 25-8-2015 received from Adv. Rajesh Narvekar.

Consequent upon appointment of Adv. Rajesh Narvekar as the President of the Administrative Tribunal and his letter dated 25-8-2015 mentioned at Sr. No. 2 above stating therein his inability to continue on the Panel of Registrar's nominee constituted vide Order referred to above at Sr. No. 1, his name listed at Sr. No. 8 in the said order stands withdrawn.

*Narayan R. Sawant*, Registrar (Co-op. Societies).

Panaji, 12th November, 2015.



### Department of Labour

#### Order

No. 28/52/2015-Lab/994

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, and its workman, Shri Navneet S. Bhonsle, Assistant Auto Mechanic, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II

of Goa at Panaji-Goa, constituted under Section 7 (1) of the said Act.

#### SCHEDULE

- "(1) Whether the action of M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, in refusing employment to Shri Navneet S. Bhonsle, Assistant Auto Mechanic with effect from 28-02-1997, is legal and justified?  
(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 9th November, 2015.

#### Notification

No. 28/1/2015-Lab/Part-I/949

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 02-09-2015 in reference No. IT/86/89 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).  
Porvorim, 20th October, 2015.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before *Ms. Bimba K. Thaly*, Presiding Officer)

Ref. No. IT/86/89

Shri Anthony Oliveira,  
H. No. 198, Mercedes wadi,  
P. O. Santa Cruz,  
Ilhas Goa.

... Workman/Party I.

V/s

1. M/s Zuari Agro Chemicals Ltd.,  
Zuarinagar Goa ... Employer/Party II (1)
2. Shri Deepak  
Kharangate,  
Works Canteen  
Contractor,  
M/s. Zuari Agro  
Chemicals Ltd,  
Zuarinagar Goa ... Employer/Party II (2)
3. Shri V. N. Acharya  
Ex-Canteen Contractor .... Employer/Party II (3)

Workman/Party I represented by Adv. Shri V. Menezes.

Employer/Party II (1) represented by Adv. Shri G. K. Sardessai.

Party II (2) represented by Adv. Shri P. J. Kamat.

Party II (3) absent, not represented.

#### AWARD

(Passed on this 2nd day of September, 2015)

By order dated 05-12-1989 and dated 23-4-1991, bearing Nos. 28/60/89-LAB, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (for short The Act) has referred the following dispute for adjudication.

- “(1) Whether there was a severance of employer-employee relationship either by way of abandonment of services or termination of services between Shri V. N. Acharya, the outgoing canteen contractor of M/s. Zuari Agro Chemicals Ltd., Zuarinagar, Goa and Shri Anthony Oliveira, Store Keeper, before taking over of the canteen by Shri Deepak Kharangate?
- (2) If not, whether the action of the Management of M/s. Zuari Agro Chemicals Ltd, Zuarinagar and Shri Deepak Kharangate, contractor, in refusing employment to Shri Anthony Oliveira, Store Keeper, with effect from 10-4-1989 is legal and justified?
- (3) If the answer to (2) above is negative, to what relief the workman is entitled?”

2. Upon receipt of the reference, a case was registered under No. IT/86/89 and registered AD notices were issued to the parties and upon service, Party I filed the claim statement at

Exb. 3 and Party II (1) filed the written statement at Exb. 5. Party II (2) then filed the written statement at Exb. 7 and Party II (3) filed the written statement at Exb. 8. The respective rejoinders to the written statements were accordingly filed by Party I.

3. In the claim statement it is in short the case of Party I that he was initially employed by M/s. Zuari Agro Chemicals Employees' Co-operative Society Ltd., Zuarinagar Goa vide their letter dated 10-9-1985 as an Assistant Manager (Canteen Stores) and this society was running the works canteen of Party I (1). Subsequently the works canteen was entrusted to a canteen contractor Shri V. N. Acharya and at that time his services were assigned to the said canteen contractor in the same capacity without issuing any transfer or other type of letter. It is stated that at that time all the employees earlier employed in the works canteen by the society were taken over and/or absorbed in the services of Shri V. N. Acharya. It is stated that the contract between the principal employer and this contractor was renewed from time to time and the contractor continued to run the works canteen till 7-4-89 on which date he abandoned his contract and left the premises of the canteen. It is stated that from 7-4-89 to 10-4-89 the canteen was run and administered by the company directly with their own management. It is stated that on 10-4-89 a new works canteen contractor by name Shri Deepak Kharangate was entrusted with the works canteen contract. It is stated that this canteen contractor engaged the services of all those employees employed by the previous canteen contractor on the same terms and conditions and continuity of service but Party I was shunted out of the canteen premises with the help of security personnel employed by the principal employer. It is stated that thereafter Party I made all efforts for the employment in the company or compel the contractor to take him back to his former post but could not succeed in his efforts and thus, he raised a dispute with the Dy. Labour Commissioner. It is stated that at the time of termination of contract of Party I by the previous canteen contractor Shri V. N. Acharya on 7-4-89, his services were neither terminated by the contractor nor by the principal employer i.e. Party II (1) and he continued to be in employment for three more days from 7-4-89 to 10-4-89. It is stated that outgoing contractor Shri V. N. Acharya having failed and/or neglected to fulfill the obligations cast on him by law, it was incumbent upon the principal employer to dispose of the



services of Party I legally or to employ him in their own establishment from the date of abandonment of contract by the contractor. It is stated that it was also the duty of the principal employer to compel the incoming contractor to engage the services of Party I since it was one of the terms and conditions of the contract that the employees employed in the canteen have to be continued by the incoming contractor. It is stated that though there was no direct contract of employment between the principal employer and Party I, the circumstances and the nature of the contract between works canteen contractor and Party II (1) is that Party II (1) is the legal employer of Party I. It is stated that the so called contractors were in fact and are in fact mere supervisory on the works canteen as principal employer pays them a fixed service charge of Rs. 7,000/- per month for their supervision and control and 5% of coupons and guests bills. Party I has therefore prayed to hold that the action of Shri Deepak Kharangate, the works canteen contractor as illegal and to direct him to re-instate Party I in the service with full back wages. Party I has also prayed to hold Party II (1) responsible for providing employment to him and to direct Shri Deepak Kharangate and Party II (1) jointly and severally to re-instate Party I in their services with full back wages and continuity of service.

4. In the written statement by Party II (1) it is their case that they appoint independent persons as contractors to run these canteens and that the contractors manage and run the same as per the terms of contract between them and the company on mutually agreed terms and conditions. It is stated that as per the contract it is the responsibility of the contractor to engage its own employees. It is stated that the employees of the contractor work entirely under the control and supervision of the contractor who for all purposes is their employer. It is stated that the company has no control over the employees of the contractor excepting the limited responsibility to be discharged under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. It is stated that Shri V. N. Acharya ran the canteen from 3-1-83 till 7-4-89 on which day he disappeared without any notice or intimation to the company and also misappropriated company's funds and properties for which criminal complaint has been filed against him. It is stated that as per records submitted by ex-contractor Party I was not employed by him. It is stated that there is no employer employee relationship between company and Party I and therefore the question of

refusing employment to Party I from 10-4-89 does not arise. It is stated that the company had no role to play in assigning service of Party I to ex-contractor. It is stated that the contractor is free to select any or all such workmen if he so desires depending on his requirements. It is stated that according to the records submitted by the contractor, Party I was not employed by him for the contract he had undertaken with the company. This party has denied that the company in its capacity as a principal employer is the legal employer as alleged. Thus, amongst above and other grounds Party II (1) has prayed to reject the reference.

5. In written statement by Party II (2) it is stated that he had taken the contract of running the works canteen effective from 8-4-89 and had agreed to continue the services of the workmen who were on the payroll of the canteen contractor on the date of his abandonment of the contract as per this requirements, though he was not obliged in law to do so. It is stated that the name of Party I was not appearing as a workman of ex-contractor. It is stated that Party I was not in employment of the ex-contractor at any time during the period of contract and there was no relationship of employer employee between the ex-contractor and Party I or between him and Party I or between company and Party I. It is stated that therefore the dispute does not exist between the parties and the reference is liable to be dismissed.

6. In the written statement by Party II (3) it is stated that his relation with Party II (1) came to an end on 7-4-89 and therefore he is not concerned with what transpired between Party I and Party II (1) of Shri Deepak Kharangate after 7-4-1989. It is stated that Party I has not claimed any relief against this party and therefore he has prayed to reject the reference as against him with heavy costs.

7. In the rejoinder filed by Party I, he has denied the case setup by the respective opposite parties and has asserted his case setup in the claim statement.

8. On the basis of the pleadings of the respective parties, issues were accordingly framed.

9. In the course of evidence Party I Shri Anthony Oliveria examined himself as witness No. 1 and Shri Norman Colaco as witness No. 2. On the other hand Party II (1) examined Shri Antonio Cordeiro as their witness. Shri Deepak Kharangate

examined himself in this defence where as Party II (3) did not put forward the defence by leading evidence. Heard Ld. Advocate Shri V. Menezes for Party I, Ld. Advocate Shri G. K. Sardesai for Party II (1) and Ld. Advocate Shri P. J. Kamat for Party II (2).

10. In his arguments Ld. Advocate for Party I submitted that the contract between Party II (1) and the canteen contractor is sham and bogus and the same can be made out from the pleadings in the claim statement. He stated that though Party I was initially appointed by M/s. Zuari Agro Chemicals Employees' Co-operative Society Ltd., and thereafter his services were assigned to the canteen contractors, the same was on behalf of Party II (1) and this can be made out from the clauses in the contract, the pay sheets and the wage registers as the wages paid by the canteen contractors to Party I were reimbursed to them by the company. In order to canvass the point that where the contract is sham and nominal and rather a camouflage, the contract labour working in the establishment of principal employer are to be held as the employees of the principal employer himself and that where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of a contractor, the contract labour would indeed be the employees of the principal employer, he relied on the judgment in the case of **Steel Authority of India Ltd. And others V/s National Union Waterfront Workers and Others (2001) 7 SCC 1**. He stated that it is apparent from the evidence of Shri Antonio Cordeiro that Party I was working with Mr. Acharya and therefore according to him his services should have been continued by Shri Kharangate.

11. On the other hand Ld. Advocate for Party II (1) stated that there is no specific pleading in the claim statement that the contract between the canteen contractor and Party I was sham and bogus and even otherwise this in particular was not a dispute raised before the conciliation officer. Therefore according to him it is not open to Party I to setup such case in the arguments. He stated that the company had no control over the employees of the contractor and that according to the information given by Shri Acharya, Party I was not employed by him for running of the canteen. He relied on the judgment in the case of **International Airport Authority of India V/s International Air Cargo Workers Union and Another (2009) 13 SCC 374, Gopal V/s Bharat Sanchar Nigam Ltd. LPA 408/2013 and CM APPL**

**9309/2013 dated 3-7-14 (Delhi High Court)** to contend that there has to be pleading that the contract was sham and nominal for urging much ground. He then by relying on the judgment in the case of **Hari Shankar Sharma and others V/s Artificial Limbs Manufacturing Corpn. and Others (2002) SCC 337** vis-a vis the clauses in the agreement contended that merely because of providing equipment and for the rate at which the foodstuffs would be sold at the canteen by the contractor would not necessarily mean that the employer was running the canteen through the agency of the contractor and that there must be something more.

12. Ld. Advocate for Party II (2) while adopting the arguments of Ld. Advocate for Party II (1) submitted that Shri Kharangate took into employment only the workmen who were on the pay role of the earlier canteen contractor. He stated that as the initial appointment of Party I was with Zuari Agro Chemicals Employees Co-operative Society which society still exists, Party I should have claimed his right against the said society. In support of his submissions Ld. Advocate for Party II (2) relied on the judgment in the case of **Pyarchand Kesarimal Porwal Bidi Factory V/s Omkar Laxman Thenge and Others C. A. No. 793/1966 (SC)** in which it is observed that a contract of service being incapable of transfer unilaterally, such a transfer of service from one employer to another can only be effected by a tripartite agreement between the employer, the employee and the third party, the effect of which would be to terminate the original contract of service by mutual consent and to make a new contract between the employee and the third party. He further stated that so long as the contract of service is not terminated, a new contract is not made as aforesaid and the employee continues to be in the employment of the employer. To counter the arguments of Ld Advocate for Party I that pleadings in the claim statement indicate that the contract was sham and bogus, he relied on the judgment in the case of **Regional Manager, S.B.I V/s Rakesh Kumar Tewari 2006 I CLR 395** the observations in which indicate that the evidence beyond the pleadings cannot be looked into.

13. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues along with their findings and reasons thereof.

Sr. No.	Issues	Findings
1.	Does Party I prove that there was relationship of master and servant between Party I and Party II (1) Zuari Agro Chemicals Ltd.?	Negative.
2.	If not, whether this reference is tenable against Party II (1) Zuari Agro Chemicals Ltd.?	Negative.
3.	Does Party I prove that he was in the employment of Party II (3) Shri V. N. Acharya till he left the management of the canteen?	Positive.
4.	If yes, does he prove that he continued in service for three days from 7-4-89 to 10-4-89 after Party II (2) Shri Deepak Kharangate took the management of the canteen?	Negative.
5.	If yes, does he prove that the Party II(2) Shri Deepak Kharangate refused employment to him w.e.f. 10-4-89 as alleged?	Does not arise.
6.	If yes, whether the action of Party II (2) Shri Deepak Kharangate is legal and justified?	Does not arise.
7.	Whether Party I is entitled to any relief and if yes, against which party?	Party I is not entitled to any relief.
8.	What Award or order?	As per order below.

## REASONS

14. *Issue No. 1:* In the claim statement and more particularly in the para 4(k) of the same, Party I has pleaded that though there was no direct contract of employment between him and Party II (1), the circumstances and the nature of contract between the works canteen contractors and Party II (1) is that Party II (1) the principal employer is the legal employer of Party I. Party I has highlighted the clauses in the contract, in this para, in support of the above contentions.

15. It is also brought on record in the chief examination of Party I that company re-imbursed Mr. Acharya towards the salary paid by him to the employees and Party I has produced documentary evidence such as copies of

vouchers, statements submitted to the company by Mr. Acharya giving the details of salary amount to be paid, letters written by the Mr. Acharya to the company requesting for reimbursement towards the salary paid to the employees etc., in order to make out a case that company is the legal employer and that the contract between canteen contractor and the company is sham and nominal sand rather a camouflage.

16. Ld. Advocate for Party I by relying on the observations in the judgment in the case of **Steel Authority (supra)** contended that where the principal employer in discharge of statutory obligation of maintaining a canteen avails the services of a contractor, the contract laborers became the employees of the principal employer. This judgment also indicates that where the contract is a mere camouflage then the workmen are in fact the employees of the principal employer. It may be mentioned that according to Ld. Advocate for Party I the contract herein is sham and bogus and the same can be made out from the pleadings in para 4(k) of the claim statement.

17. Irrespective of the ratios in the judgments in the case of **International Airport, Gopal and Hari Shankar (all cited supra)** apparently, there is no specific pleading in the claim statement on the subject of sham and bogus nature of the contract though pleadings in para 4(k) of the claim statement imply so. Nevertheless, it cannot be disputed that the pleadings need to be supported by the statement of the witness on oath or otherwise the same lose its evidentiary value. In this context perusal of chief examination of Party I reveal that he has nowhere spoken about sham and bogus nature of the contract nor has stated that the contract is mere a camouflage and that the workmen are in fact the employees of the principal employer. No doubt, Party I has spoken about the contents i.e. about the clauses in the contract which are that the premises wherein the canteen is being run belongs to the company; that all the furniture's and fixtures including the crockery, utensils, etc., existing in the canteen belongs to the company; that the canteen was being run for the benefit of the employees of the company; that the management of the company used to supervise the work of the quality, quantity of the eatables which were provided in the canteen; that the price of the item supplied to the employees is fixed by the company; that all the articles required for the preparation of the eatables, food were supplied by the



company, transportation charges were borne by the company; the strength/work force required in the canteen was decided by the company; the cleaning work of the canteen was done by the company by engaging the persons and the material required for the cleaning work was supplied by the company etc., but it is noted that Party II (1) has not disputed the said contents/ /clauses in the contract. It is precisely for this reason required of Party I to have brought on record some more cogent evidence in terms of the observations in the judgment in the case of **Hari Shankar (Supra)**. Pertinently, Party I in the cross examination of company's witness namely Shri Antonio Cordeiro has nowhere put a suggestion that the contract is sham and bogus and that the contract is mere a camouflage and that the workmen are in fact the employees of the principal employer. To my mind, in the absence of specific pleadings on the subject of sham and bogus nature of the contract, it was required of Party I to have atleast stated in so many words that Party II (1) i.e. the principal employer was the legal employer (by adverting to the pleadings in para 4 (k) in the claim statement) and even this same stand should have been taken by Party I while cross examining Shri Antonio Cordeiro. This is because in para 4(k) of the claim statement, Party I has admitted that there was no direct contract of employment between him and Party II (1). Party I having failed to undergo this exercise, even if it is accepted that the pleadings in the claim statement are suggestive of the fact that Party II (1) was the legal employer of Party I then even in that case Party I having not deposed in terms of such pleadings in the claim statement and having not suggested such case to Shri Antonio Cordeiro cannot claim merely on the basis of pleadings, that Party II (1) is the legal employer of Party I. Thus, I am of the opinion that Party I has failed to prove that Party II (1) was the legal employer of Party I.

18. Be that as it may, Party I has produced the letter of appointment issued to him by Zuari Agro Chemicals Employees Co-operative Society Ltd., dated 10-9-85, at Exb. W-1. He has stated that he was initially working for the above aforesaid society. He has stated that about six months after the date of his appointment, the canteen and the stores was given for running to Shri V. N. Acharya and the services of all the employees working in the canteen and the stores were transferred to Shri V. N. Acharya. He has stated that accordingly his services stood transferred to the said contractor. Undoubtedly, there was no written

agreement executed between the parties at the time of effecting this transfer. It is apparent for the observations in the judgment in the case of **Pyarchand (supra)** that in the absence of tripartite agreement between the employer, the employee and the third party which would have effect of terminating the original contract of service by mutual consent and of making a new contract between the employee and the third party and so long the contract of service is not terminated, the employee continues to be in the employment of the employer. Applying the above ratio to the situation in hand, it can be safely said that despite transfer of services of Party I to the contractor Shri V. N. Acharya by the society, in the absence of tripartite agreement as above i.e. between Party I, said society and Shri V. N. Acharya, Party I continued to be the employee of the society. Thus, in fact the grievance of Party I ought to have been against the society and not Party II (1).

19. At any rate since discussion above reveals that Party I has failed to prove master servant relationship between him and Party II (1), this issue is answered in the negative.

20. *Issue No. 2:* In view of findings on issue No. 1, the reference is not tenable against Party II (1). Hence my findings.

21. *Issue No. 3:* In order to establish that Party I was in the employment of Shri V. N. Acharya, Party I has produced the copy of pay sheet for the month of May 1986 at Exb. W-2, pay sheets for the month of June, 1986, July 1986 and April, 1987 at Exb. W-3 colly and has stated that in the pay sheets for the month of June and July, 1986 his name figures at Sr. No. 1 whereas in the pay sheet for the month of April, 1987 it figures at Sr. No. 86. He has also produced the wage sheets for the month of January 1986 to December, 1986 at Exb. W-4 and has stated that his name figures in it at sr. No. 75. Likewise Party I has produced bonus sheet for the year 1988 at Exb. W- 5 in which his name figures at Sr. No. 92, bonus pay slip for the month of Oct., 1987 and wage slip for the month of April, 1987 at Exb. W-6 colly. It may be mentioned that the above documents have been produced by Party I in order to establish that he was in the employment of Shri V. N. Acharya during the relevant period.

22. It may be mentioned that in the cross examination of Party I by the Ld. Advocate for Party II (1) it has been suggested that the pay sheets at Exb. W-2 and W-3 colly are not real pay sheet and that the bonus pay slips and wage slips at Exb. W-6 colly have been fabricated and

these suggestions are denied by Party I. Party I has also denied the suggestion that his name has been wrongly mentioned in the wage register for the month of August, 1986, April and May, 1987. He has further denied the suggestion that his name has been mentioned in the said documents by mistake. In his further cross examination by Ld. Advocate for Party II (1), Party I was shown the originals of the pay sheets for the period from January, 1986 to December, 1988 of Shri V. N. Acharya and of March, 1989 of Shri Kharangate and Shri Acharay and Party I has admitted of having taken inspection of the same. These documents are marked as Exb. E-1 colly.

23. In the cross examination by the Ld. Advocate for Party II (2), Party I after being shown the pay sheets for the month of May, 1986, July, 1986 and April, 1987 (all at Exb. E-1 colly) has admitted that his name does not figure at Sr. No. 12, Sr. No. 1 and Sr. No. 75 respectively in the above documents. He has however denied the suggestion that the documents at Exb. W-2, Exb. W-3 colly, Exb. W-4, Exb. W-5 and Exb. W-6 colly are all fabricated by him.

24. Nevertheless, the employment of Party I with Shri V. N. Acharya stands established by virtue statement made by Shri Antonio Cordeiro, which is that he knows Party I and that he was working with Shri V. N. Acharya as an Asst. Manager. It would not be out of place at this stage to mention that while cross examining Party I and even in the deposition of Shri Antonio Cordeiro, Party II (1) has attempted to deviate from the original stand in their pleadings by projecting a different case which is that Party I was not a "Workman". This is because in the cross examination of Party I by Ld. Advocate for Party II (1) it has been brought on record that as an Asst. Manager, Party I was carrying out managerial functions and even in his chief examination Shri Antonio Cordeiro has stated that Party I was acting as a contractor in the absence of Shri V. N. Acharya so also that Party I was granting leave to the employees of Shri V. N. Acharya and used to attend grievances of the employees of Party II (1) as regards to the food.

25. In this context, I would say that such a course is not permissible as there is no challenge to the status of Party I in the pleadings of Party II (1) and therefore it is not open to Party II (1) to take such a stand in the course of evidence. Being so, though Shri Antonio Cordeiro has stated that Party I was working as an Asst. Manager with Shri V. N. Acharya, it would not be proper and

justified to say that the status of Party I was not that of a "Workman". Nevertheless, as pointed out above it is clear from the statement of Shri Antonio Cordeiro that Party I was working with Shri V. N. Acharya. Being so, the question of looking into the documents at Exb. W-2, W-3 colly, W-6 colly etc., to find out if they are fabricated or otherwise or if Party I was really in the employment of Shri V. N. Acharya, does not arise. Hence my findings.

26. *Issue No. 4:* It is the case of Party I in the claim statement that Shri V. N. Acharya ran the works canteen till 7-4-89 on which date he abandoned his contract and left the premises and thereafter on 7-4-89 to 10-4-89 the canteen was run and administered by the company directly with their own management. In his evidence Party I has stated that he worked under Shri V. N. Acharya till 7-4-89 and thereafter the supervisor of the company was looking after the canteen for three days and it was then another canteen contractor namely Shri Deepak Kharangate took over the running of the canteen. Party I has stated that Mr. Kharangate refused to take him in the employment and drove him out of the premises with the help of security guards. He has stated that he made a complaint to DLC, Margao on 15-5-89 (Exb. W-8). Perusal of Exb. W-8 reveals that it is stated therein that on 7-4-89 Shri V. N. Acharya terminated his contract with the company; that Party I continued his normal duties and later on, on 10-4-89 he was told to leave the premises, which means that Party I was not allowed to work from 10-4-89. In this context perusal of rejoinder filed by Party I to the written statement of Shri Deepak Kharangate reveals that Party I was refused to be employed by Shri Deepak Kharangate from 11-4-89. On the contrary perusal of cross examination of Shri Antonio Cordeiro by the Ld. Representative for Party I reveals that it has been the case of Party I that he was the employee of Mr. Acharya from 10-9-85 to 10-4-89 which means that according to Party I he was working under Mr. Acharya till 10-4-89. That apart in the cross examination Shri Kharangate by the Ld. representative for Party I one more stand has been taken which is that Party I was on duty on 7-4-89 and that he reported for duty in the canteen on 8-4-89 and Shri Kharangate refused to take him in the employment.

27. Reading of the above self contradictory stands taken by Party I make it clear beyond doubt that Party I himself does not know under whom he worked from 7-4-89 to 10-4-89 and therefore this makes me to disbelieve the story projected by Party I that he continued in services in three days from 7-4-89 to 10-4-89 after Shri Deepak Kharangate took over the management of the canteen. Hence this issue is answered in the negative.

28. *Issue No. 5:* Having answered issue No. 4 in the negative the question of Party I proving that Shri Deepak Kharangate refused employment to him w.e.f. 10-4-89, does not arise. Hence my findings.

29. *Issue No. 6:* For the reasons stated in issue Nos. 4 and 5 above the question of deciding this issue also does not arise. Hence my findings.

30. *Issue No. 7:* In view of discussion supra, Party I is not entitled to any relief.

In the result, I pass the following.

#### ORDER

1. It is hereby held that Party I, Shri Anthony Oliveira, Store Keeper, has failed to prove that there was severance of employer-employee relationship either by way of abandonment of services or termination of services between Shri V. N. Acharya, the out going canteen contractor of M/s. Zuari Agro Chemicals Ltd., Zuarinagar, Goa and him, before taking over of the canteen by Shri Deepak Kharangate.
2. It is further hereby held that the action of the Management of M/s. Zuari Agro Chemicals Ltd., Zuarinagar, and Shri Deepak Kharangate, contractor, in refusing employment to Shri Anthony Oliveira, Store Keeper, with effect from 10-4-1989 is legal and justified.
3. Party I Shri Anthony Oliveira, Store Keeper is therefore not entitled to any relief.
4. No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly)

Presiding Officer,  
Industrial Tribunal-  
cum-Labour Court

#### Notification

No. 28/1/2015-Lab/Part-I/952

The following Award (Part-I) passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 01-09-2015 in reference No. IT/62/99 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).

Porvorim, 20th October, 2015.

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IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding Officer)

IT/62/99

Workmen,  
Represented by the President,  
Zuari Agro Chemicals Limited,  
Workers' Union.

1. Mr. Orlando Da Silva.  
Major, Married, Indian National,  
Resident of H. No. 425,  
Battiwaddo, Carmona, Selcete, Goa.
2. Mr. P. Borkar  
Major, Married, Indian National,  
Resident of Sreyash, 50,  
Alto-Chicalim Goa.
3. Mr. Liutor Vaz,  
Major Married Indian National,  
Resident of Millewaddo,  
P. O. Cuncolim, Salcete, Goa.
4. Mr. M.G. Tirodkar,  
Major Married, Indian, National,  
Resident of New Vaddem, Vasco, Goa.
5. Mr. M.G. Kanekar,  
Major, Married, Indian National,  
Resident of H-10, Hig. Colony,  
Housing Board, Ghogol, Margao, Goa.
6. Mr. V. V. Prabhudesai,  
Major, Married, Indian National,  
Resident of Zuari Colony,  
Zuarinagar, Goa.
7. Mrs. Veena Kantak,  
Major, Married, Indian National,  
Resident of Mathura Apts.,  
2nd floor, near Sinro Hotel,  
Fatorda, Goa.

8. Mrs. Ayona D' Silva  
Major, Married, Indian National,  
Resident of Sitara Apts.,  
F/No. 3, 4th Floor,  
Behind New Telephone Exchange,  
Comba, Margao Goa.
9. Mr. Shyam Arolkar,  
Major Married, Indian National,  
Resident of ZIL Colony,  
Zuarinagar, Goa.
10. Mr. A. J. D'Costa,  
Major, Married, Indian National,  
Resident of H. No. 427, Sangleum Vaddo,  
Majorda, Salcete Goa.
11. Mr. Francis F. Fernandes,  
Major, Married, Indian National,  
Resident of H. No. 577,  
Agalli, post office Fatorda,  
Margao-Goa.
12. Mr. Sudhir Naik,  
Major, Married, Indian, National,  
Resident of St. Anthony Waddo,  
Guirim-Mapusa, Bardez Goa.
13. Mr. Anil Govekar,  
Major, Married, Indian National,  
Resident of H. No. 8/1/F,  
Boavista, Bastora, Mapusa, Goa.
14. Mr. Pandhari Sangodkar,  
Major, Married, Indian National,  
Resident of H. No. 442/34,  
MES College Road,  
Bhartnagar Colony,  
Zuarinagar, Goa.
15. Mr. Anthony Barreto,  
Major, Married, Indian National,  
Resident of H. No. 14,  
Ambarim, Chodan Tiswadi, Goa.
16. Mr. R. S. Shirodkar,  
Major, Married, Indian National,  
Resident of Near Rawalnath Temple Bazar,  
Shiroda, Goa.
17. Mr. Sandeep Priolkar,  
Major, Married, Indian National  
resident of above Mahalaxmi Temple,  
H. No. 77 'C', Dada Vaidya Road,  
Panaji-Goa.
18. Mr. J. Gomes,  
Major, Married, Indian National,  
Resident of Roque Carmo Apts.,  
Block A, 3rd Floor, Borda,  
Margao-Goa.

19. Mr. Roque G. Furtado,  
Major, Married, Indian National,  
Resident of Virdinkar Residency,  
Ambaji, Fatorda, Goa. ... Workmen/Party I  
V/s.

M/s. Zuari Industries Ltd.  
Jai Kissan Bhawan,  
Zuarinagar, Goa. ... Employer/Party II

Party I/Workmen namely Shri Sudhir Naik  
(Sr. No. 12), Shri Anil C. Govekar (Sr. No. 13) and  
Shri Raghobakar S. Shirodkar (Sr. No. 16) in person.

Party II represented by Adv. Shri G. K. Sardessai.

#### AWARD (PART I)

(Passed on 1st day of September, 2015)

In exercise of the powers conferred by clause  
(d) of sub-section (1) of Section 10 of the Industrial  
Disputes Act, 1947 (14 of 1947) (for short The Act)  
the Government of Goa by order dated 15-06-1999  
bearing No. IRM/CON/SG/(26)/99/2969 referred  
the following dispute for adjudication.

“(1) Whether the following demands raised by  
Zuari Agro Chemicals Limited Workers  
Union, vide their letter dated 20-1-1999  
before the management of M/s. Zuari  
Industries Limited, Zuarinagar, Goa, are  
justified?

#### DEMANDS

##### (1) **Applicability:**

This Charter of demands pertains to Employees  
who are members of the Zuari Agro Chemicals  
Limited Workers Union only.

##### (2) **Working hours:**

Administration Building. Liaison office at  
Panjim should observe following timings with a  
lunch break of one hour from 13.00 to 14.00 hrs.  
9.00 hrs to 17.00 hrs.

##### (3) **Working days:**

Liaison office presently observing 5 and half  
days week should be allowed to observe 5 days  
week.

##### (4) **Facilities to Union executives for carrying out Union duties:**

The President, General Secretary, Vice-  
Presidents, Treasurer and Secretary should be  
allowed to avail special leave to carry out Union  
functions. Besides this, the present facilities  
provided should continue unaltered. The Union  
should be provided with furnished office and a  
computer.



**(5) Revision in terms of service pay scales/grades:**

Effective 01-01-1999, the salary grades and corresponding scales should be as under:-

GRADES	SCALE
G - 1	Rs. 2000-90-4700
G - 2	Rs. 2150-120-5750
G - 3	Rs. 2300-140-6500
G - 4	Rs. 2450-160-7250
G - 5	Rs. 2575-175-7825
G - 6	Rs. 2700-200-8700
G - 7	Rs. 2970-220-9570
G - 8	Rs. 3495-290-12195
G - 9	Rs. 4000-300-12700

**(6) Special salary adjustment:**

All members on roll as on 01-01-1999 should be given a special salary adjustment of 25% of last Basic Salary and Personal Pay drawn.

**(7) Service weightage:**

All members should be paid a service weightage pay @ Rs. 40/- for every completed year of service effective from 01-01-1999.

**(8) Variable Dearness allowance:**

Effective from 01-01-1999, Variable Dearness Allowance should be computed and paid as follows:

For every point rise in AICPI (1960=100) over 1200 points a payment of an amount in rupees equivalent to:

- 0.0010 per rupee for the first Rs. 2500 or part thereof basic salary plus PP (if any).
- 0.0005 per rupee for to next Rs. 1000 or part thereof basic salary plus PP (if any).
- 0.0006 per rupee for the next Rs. 1000 or part thereof basic salary plus PP (if any).
- 0.0007 per rupee for the next Rs. 1000 or part thereof basic salary plus PP (if any).
- 0.0008 per rupee for the next Rs. 1000 or part thereof basic salary plus PP (if any).
- 0.0009 per rupee for the next Rs. 1000 or part thereof basic salary plus PP (if any).
- 0.0015 per rupee for basic salary plus PP above Rs. 7500.

**(9) House rent allowance:**

Effective from 01-01-1999, house rent allowance should be enhanced to 40% of Basic Salary plus Dearness Allowance plus Personal Pay. All other terms and conditions for payment of HRA to remain unaltered.

**(10) Gardening allowance:**

Effective from 01-01-1999, all members should be paid gardening allowance of Rs. 500/- per month and should be reimbursed in cash.

**(11) Personal allowance:**

Effective from 01-01-1999, members should be paid personal allowance of Rs. 950/- per month.

**(12) Transport allowance:**

Effective from 01-01-1999, members should be paid Transport Allowance of Rs. 1200/- per month.

**(13) Education allowance:**

Effective from 01-01-1999, members should be paid an Educational allowance of Rs. 250/- per month.

**(14) Factory allowance/site allowance:**

Effective from 01-01-1999, members should be paid Factory Allowance/Site Allowance of Rs. 600/- per month.

**(15) Administrative allowance:**

Effective from 01-01-1999, all members in administrative categories at all location should be paid an administrative allowance at the rate of Rs. 500/- per month.

**(16) Computer allowance:**

Effective from 01-01-1999, members should be paid a Computer allowance of Rs. 500/- per month.

**(17) Towel and soap allowance:**

Effective from 01-01-1999, members should be paid Soap and Towel Allowance of Rs. 300/- per month.

**(18) Washing allowance:**

Effective from 01-01-1999, members provided with uniforms should be paid washing Allowance at the rate of Rs. 500/- per month.

**(19) Cash handling allowance:**

Effective from 01-01-1999, each handling allowance to be enhanced to Rs. 100/- per day to members disbursing Cash at Treasury Counter or designated locations at Zuarinagar.

**(20) Overtime allowance:**

Members working overtime on Company's declared holidays should be paid additional amount of Rs. 250/-. Other conditions should remain unaltered.

**(21) Allowance for employees at senior manager's recreation centre:**

Effective from 01-01-1999, the allowance paid to members at Senior Managers' Recreation Centre should be enhanced to Rs. 1000/- per month.

**(22) Reimbursement of outdoor expenses and class of travel:**

Effective from 01-01-1999, members who are away on Company duty for 2 - 4 hours should be paid Rs. 60/- as outdoor expenses and members who are away on company duty during the meal time should be paid outdoor expenses of Rs. 150/- per meal. Members who are away for work for a minimum of eight hours should be paid Rs. 180/- per day.

Members away for one day inclusive of night half should be reimbursed outdoor expense at following rates.

- |                             |     |            |
|-----------------------------|-----|------------|
| (a) Metro Cities-Mumbai,    | ... | Rs. 1000/- |
| Delhi, Calcutta and Chennai |     |            |
| (b) All State Capitals      | ... | Rs. 750/-  |
| (c) All other locations     | ... | Rs. 500/-  |

**(23) Reimbursement in lieu of canteen facilities:**

Effective from 01-01-1999, members should be reimbursed @ Rs. 100/- for every day or part of day worked.

**(24) Medical reimbursement:**

Members should be reimbursed Rs. 15,000/- as medical reimbursement for self, family and dependent parents, brothers, sisters, per calendar year. Effective from 01-01-1999 Hundred present premium towards Group Health Insurance to be borne by the company.

**(25) Special medical reimbursement:**

Special medical reimbursements should be paid at actuals for self/family/dependent/parents, brothers and sisters.

**(26) Leave travel assistance:**

Incidental expenses to be increased to Rs. 3000/- and paid at equal rates to all members and kilometers to be increased to 5000 kms (to and fro).

Dependent parents should be allowed for the purpose of this reimbursement.

Class of travel for all members should be first class rail fare. (A/C).

All other conditions remain unaltered.

**(27) Uniforms, shoes and raincoats:****(a) Uniforms:**

All our members should be given 5 pairs of uniforms, Locker cupboards should be provided.

**(b) Shoes:**

Members should be reimbursed cost of two pairs of shoes at the rate of Rs. 1200/- per pair and cost of two pairs of socks.

**(c) Raincoats:**

Members should be reimbursed cost of one Duckback raincoat (nylon) every year.

**(28) Loans and advances:****(a) Vehicle loan:**

Effective from 01-01-1999, vehicles loan for purchase of scooter/moped/motorcycle (two wheelers) should be enhanced to Rs. 40,000/- or at actual, whichever is less, to be recovered in 48 equal monthly installments with an interest rate of 3%.

**(b) Furniture/equipment loan:**

Effective from 01-01-1999, furniture equipment loan to be enhanced to Rs. 60,000/-. Members should be allowed to draw Vehicle loan and furniture/Equipment loan concurrently.

**(c) Housing loan:**

Effective from 01-01-1999, housing loan to be enhanced to Rs. 5,00,000/-. In cases where both husband and wife are members of ZIL, the loan limit to both should be 10,00,000/- for purchase of own house/flat.

Modification/Renovation loan of Rs. 50,000/- presently extended to our members to be increased to Rs. 1,50,000/-.

All loan applications should be cleared without any budgetary restrictions.

The repayment of housing loan should be paid spread upto the retirement age of the member.

In the event of member being permanently disabled and retrenched/separate from service, all the loans (Vehicle, furniture, housing) should be waived off.

All other terms and conditions to remain unaltered.

**(d) Festival advance:**

Members should be allowed to avail an interest free festival advance of Rs. 10,000/- in a calendar year to be recovered in 12 equal monthly installments.

**(29) Annual performance award:**

Annual performance Award should be enhanced by 50%.

**(30) New performance award scheme:**

The new productivity Linked Incentive should be paid to all members at equal rates.

A sales performance award @ 0.5% of gross turnover should be paid. The details of the Scheme should be worked out in consultation with the Union.

**(31) Ex-gratia/bonus:**

Ex-Gratia/Bonus should be calculated @ 20% of the actual salary (Basic+ DA+ PP).

**(32) Pension scheme:**

Effective from 01-01-1999 employers contribution should be enhanced to 15%.

**(33) Gratuity:**

Gratuity should be paid at the rate of one months salary (basic+ DA+ PP) for every completed year of service.

**(34) Voluntary retirement Scheme:**

The management should introduce Voluntary Retirement Scheme (VRS) for members who desire to retire.

The amount payable should be as follows:

Three months salary (Basic + DA+ LL) for every completed year of service.

Two months salary (Basic+ DA+ PP) for every year of service to be completed.

In addition to the above members who have completed 15 years of service should be given Rs. 75,000/-; 20 years of service should be given Rs. 1,00,000/- and 25 years of service and above should be given Rs. 1,50,000/- lumpsum and Rs. 1,000/- p.m. upto the age of retirement of the claimant.

**(35) Leave:****(a) Privilege leave:**

Effective from 01-01-1999, privilege leave should be enhanced to 40 days in a calendar year. Holidays/off days falling in between leave period should not be considered as leave.

The ceiling for accumulation of privilege leave should be increased to 300 days for leave balance beyond 300 days the member may be allowed to add the same to the sick leave account.

**(b) Casual leave.**

Casual leave to be enhanced to 15 days in a calendar year.

**(c) Sick leave:**

Sick leave to be enhanced to 25 days in a calendar year and there should be no bar for an accumulation purpose. However, option should be given to members to encash sick leave over and above 45 days.

Effective from 01-01-1999, medical certificates in support should be made mandatory for availing sick leave for 6 days and above.

**(d) Restricted holidays:**

All members should be allowed to avail 2 days restricted holidays in a calendar year.

**(e) Additional sick leave:**

Every member should be given additional sick leave with full pay for 60 days and half pay for more than 60 days in case of extreme sickness.

**(f) Special leave on bundh days:**

In case of emergencies such as bundhs, strikes, riots, etc., the company should treat such absence as special leave.

**(g) Leave pay:**

Any member who ceases to be an employee of the company for whatever reasons, should be paid full wages for any leave outstanding to his/her credit on the date of his/her ceasing to be in service.

**(h) Leave combination:**

All types of leave including company's declared holidays compensatory offs, restricted holidays should be allowed to be used in any combination.

**(i) Public holidays:**

Public holidays to be enhanced to 16 days in a calendar year. Determination of holidays to be done jointly as per prevailing practice.

**(36) Retirement age:**

The retirement ages for all members to be enhanced to 60 years of age.

**(37) Classifications/designations of job:**

Present practice to continue.

Qualifications should be related in cases of members who were on company pay roll as on 30-12-1987.

**(38) Job description:**

All members should be given job description of the posts/desks they are managing.

**(39) Promotion policy:**

Present practice to continue except that all employees joining in grade G-5, on completion of 5 years of service in grade G-8, be promoted to grade G-9 and all the employees joining in Grade G-4 on completion of 5 years in Grade G-7, be promoted to Grade G-8.

All employees in salary Grade G-8 who have completed 18 years of service in the organization should be promoted to M-07.

**(40) Filling of vacancies in entry level in management cadre:**

100% of Vacancies (entry level to management), should be filled by internal promotions.

**(41) Service awards:**

Effective from 01-01-1999, service Awards should be as follows:

Completed years of service	Awards
15 years of service	10,000/-
20 years of service	15,000/-
25 years of service	20,000/-

**(42) Holiday homes:**

The present facility at Mahabaleshwar already provided to unionized staff should also be extended to the other location such as Ooty, Kodaikanal, Panchagani, etc.

**(43) Out of State allowance:**

Upon transfer from one State to other due to any reason, the members should be paid Rs. 2000/- per month as out of State allowance.

**(44) Reimbursement of water/electricity charges:**

Effective from 01-01-1999, water and electricity charges should be reimbursed at actual subject to maximum of Rs. 75/- and Rs. 150/- per month, respectively.

**(45) Abolition of contract labour:**

In the interest of all the workmen Industrial peace and harmony, the contract labour system in the company should be abolished.

**(46) Marriage gift:**

Marriage gift to be enhanced to Rs. 5000/-.

**(47) Gift to employees at the time of retirement:**

A gift of Rs. 25000/- should be paid to employees at the time of retirement.

**(48) Goodwill gestures:**

Within one month of the signing of the settlement, the management should pay to all members of ZACLWU only, an amount of Rs. 5000/- as goodwill gesture along with arrears accrued.

**(49) General:**

- Members who retire in the intervening period of the settlement should be paid the benefits of the settlement if they retire prior to signing of the settlement.
- Benefits arising out of this settlement should be given to members of ZACLWU only.
- All other facilities provided in earlier settlement stands unaltered.

**(50) Period of settlement:**

January 1, 1999, to 31st December, 2001.

- If not, to what relief the workmen are entitled ?”

2. Upon receipt of the dispute Reference No. IT/62/99 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 3. Party II filed written statement at Exb. 4. Rejoinder was filed by Party I at Exb.5.

3. In the claim statement Party I in has highlighted the demands mentioned in the order of referenced and has prayed to grant the same. It is stated that since the year 1981 there are two unions in the establishment of Party II being that Party I represents the employees employed at the Head Office and the Regional Officers of Party II and the Zuari Agro Chemicals Limited Employees Union (ZACLEU for short) represent the employees in the factory. It is stated that Party II has been entering into two separate settlements with the unions after holding separate negotiations and discussions. It is stated that the Party I raised the COD dated 14-12-95 and the other union raised COD dated 21-01-96 but Party II held discussions and negotiations only with the other union and signed the settlement dated 05-11-97 with the said union. It is stated that the demands of Party I were referred to the Tribunal for adjudication which was registered as Reference No. IT/81/97 and by order dated 1-7-98, the Tribunal directed that the members of Party I should also be extended the benefits of the settlement dated 05-11-97. It is stated that thereafter another COD dated 20-1-99 was submitted by Party I and the other union submitted the COD on 04-02-99. It is



stated that Party II held negotiation with the other union and refused to negotiate with the Party I and therefore Party I approach the Dy. Labour Commissioner however the conciliations failed and dispute on the COD was referred to this Tribunal.

4. In the written statement it is in short the case of Party I that the demands of matter of service conditions affecting the workmen of the establishment as a whole is raised by the Party II which is a minority union which is not permissible under the law. It is stated that their workers for the first time formed a union called ZACLEU who submitted COD on 11-9-73 and after negotiations a settlement dated 12-11-73 was signed u/s 12(3) of the Act. It is stated that one of the clauses of the settlement was recognition of the said union. It is stated that in the year 1981 a group of workers formed another union which is the Party I union and though it represented a section of the workforce negotiations were held with Party I union on the CODs submitted for time to time. It is stated that the settlements signed with both the unions were identical covering all the employees and they were composite settlements. It is stated that Party I raised demands vide letter dated 14-12-95 and the other union raised demands vide letter dated 22-1-96 and since the said union had demanded that it should be declared as the majority union and sole bargaining agent for all employees, advice from the Government was sought and by letter dated 28-2-97 the Labour Commissioner advised Party II to hold negotiations with the other union accordingly after holding such negotiations a settlement dated 05-11-97 was signed with the employees union. It is stated that in the meantime the demands raised by the Party I were referred to the Tribunal and since the terms incorporated in the settlement were already accepted by all the employees of Party II irrespective of union affiliation the reference was disposed of by Award dated 01-07-98 in terms of the settlement dated 05-11-97 and thus the majority status of the ZACLEU was recognised. It is stated that meanwhile the strength of the Party I Union was reduced from 147 to 85 as on the dated of the raising of the demands whereas the strength of ZACLEU was 501. It is stated that by letter dated 11-02-1999 the Party I Union was informed that since the ZACLEU was the majority Union negotiations on COD would be held with that union. It is stated that the subject matter of COD submitted by Party I was admitted in conciliation by the Dy. Labour Commissioner and subse-

quently the same demands were referred for adjudication to this Tribunal by the Government. Thus, amongst above and other grounds Party II has prayed to reject the reference.

5. In the rejoinder Party I has denied the case setup by Party II in their written statement.

6. On the basis of respective pleadings of the parties issues were accordingly framed.

7. In the course of further proceedings Party I filed an application for amendment stating there in that by order dated 6-8-04, the Registrar of Trade Unions has cancelled the registration of Party I under sections 9 (A) and 10 (C) of the Trade Unions Act and therefore it has become necessary to implead 19 employees concerned in this reference as parties to the reference to avoid the technical objection that a Trade Union whose registration has been cancelled cannot pursue a reference. It is stated that the amendment is necessary to final and effectively dispose of the issues referred for adjudication in this reference.

8. Upon hearing both the parties, the application for amendment was granted by my Id. Predecessor by order dated 24-1-08 and accordingly the amendment was carried out in the claim statement by adding the names of the said employees in the cause title.

9. In the course of proceedings in this matter the workmen at Sr. No. 12 Shri Sudhir Naik, at Sr. No.13 Shri Anil C. Govekar and at Sr. No.16 Shri Raghoba S. Shirodkar appeared in person and filed respective applications signed by each of them and Party II stating that they have arrived at an understanding dated 22-12-14 bringing the dispute to an end. They have also annexed the copy of said understanding to their respective applications. The identity of the workman at Sr. No. 12 Shri Sudhir Naik was confirmed on the basis of copy of his driving license and adhar card (both self attested), the identity of workman at Sr. No. 13 Shri Anil C. Govekar was confirmed on the basis of copy of his election card (self attested) and the identity of workman at Sr. No. 16 Shri Raghoba S. Shirodkar was confirmed on basis of copy of his PAN card, driving license and election card (all self attested). That a part, their identity was also confirmed by the Manager-HR & IR of Party II.

10. The terms and understanding entered into between Shri Sudhir Naik (Sr. No. 12) and Party II read as under.

1. Mr. Sudhir Naik shall be extended the terms and conditions of the settlements dated 16-01-2003, 24-03-2006, 30-11-2009 and

dated 11-12-2014 on signing the undertakings at Annexure-A, Annexure-B, Annexure-C, and Annexure-D enclosed.

2. The terms and conditions of the settlements shall be extended to Mr. Sudhir Naik prospectively from the date of signing of the Undertakings and Memorandum of Undertakings.
3. On extension of such terms and conditions of the settlements, Mr. Sudhir Naik has no subsisting claim against the management and reference IT/62/99 and IT/10/2007 in the matter of Charter of Demands and IT/61/99 in the matter of productivity linked incentive pending before the Industrial Tribunal stands conclusively settled.
4. Mr. Sudhir Naik also stated that in view of the understanding in the matter of Charter of demands/settlements he does not wish to pursue the reference.
5. The parties agree to file the understanding before the Industrial Tribunal with a request for an award in terms of the understanding in reference IT/62/99, IT/45/2003, IT/107//2007 in the matter of charter of demands and IT/61/99 in the matter of productivity linked incentive.

11. The above terms and under standing have been signed by the concerned workman Mr. Sudhir Naik and the Chief General Manager-HR of Party II.

12. The Annexures A, B, C and D which form the enclosures to the above terms and understanding read as under:-

#### **ANNEXURE-A**

##### **Declaration**

(Reference Clause No. 29.2 of the Settlement dated March 24, 2006)

I Sudhir Naik (Name) EPR No. 1678 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/Treasury (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above Settlement dated \_\_\_\_\_, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.

- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 1,000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement and paid to ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

#### **ANNEXURE-B**

##### **Declaration**

(Reference Clause No. 29.2 of the Settlement dated 16th January, 2003)

I Sudhir Naik (Name) EPR No. 1678 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/Treasury (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated January 16, 2003, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.

- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 500/- towards Employees Welfare Trust as per past practice in this regard. The above amount may be recovered from the arrears payable to me arising out of this settlement dated January 16, 2003 signed with ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

**ANNEXURE-C****Declaration**

(Reference clause No. 29.2 of the settlement dated 30th November, 2009)

I Sudhir Naik (Name) EPR No. 1678 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/Treasury (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 30th November, 2009, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.

- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement off all the demands raised by me or any Union or my behalf.
- e) I agree that my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) That, I also agree to make a contribution of Rs. 3000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated November 30, 2009 signed with the ZACL employees union.

**ANNEXURE-D****Declaration**

(Reference clause No. 34.2 of the settlement dated 11th December, 2014)

I Sudhir Naik (Name) EPR No. 1678 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/Treasury (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 11th December, 2014, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.

- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 34.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I, accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) That I also agree to make a contribution of Rs. 5000/- or 20% of total arrears whichever is less to the union signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated December 11th, 2014 signed with the ZACL Employees' Union.

The above annexures have been signed by the workman Shri Sudhir Naik.

12. The terms and understanding entered into between Shri Anil C. Govekar (Sr. No. 13) and Party II read as under.

1. Mr. Anil C. Govekar shall be extended the terms and conditions of the settlements dated 16-01-2003, 24-03-2006, 30-11-2009 and dated 11-12-2014 on signing the undertakings at Annexure-A, Annexure- B, Annexure - C, and Annexure - D enclosed.
2. The terms and conditions of the settlements shall be extended to Mr. Anil Govekar prospectively from the date of signing of the Undertakings and Memorandum of Undertakings.
3. On extension of such terms and conditions of the settlements, Mr. Anil Govekar has no subsisting claim against the management and reference IT/62/99 and IT/10/2007 in the matter of Charter of Demands and IT/61/99 in the matter of productivity linked incentive pending before the Industrial Tribunal stands conclusively settled.
4. Mr. Anil Govekar also stated that in view of the understanding in the matter of Charter of demands/settlements he does not wish to pursue the reference.
5. The parties agree to file the understanding before the Industrial Tribunal with a request for an award in terms of the understanding in reference IT/62/99, IT/45/2003, IT/107/2007 in the matter of charter of demands and IT/61/99 in the matter of productivity linked incentive.

The above terms and under standing has been signed by the concerned workman Mr. Anil Govekar and the Chief General Manager-HR of Party II.

The Annexures A, B, C and D which form the enclosures to the above terms and understanding read as under:-

#### ANNEXURE-A

##### Declaration

(Reference Clause No. 29.2 of the Settlement dated March 24, 2006)

I Anil C. Govekar (Name) EPR No. 1850 presently working in Zuari Agro Chemicals limited/ Zuari Global Limited in Financial Accts. Treasury (department) as Sr. Accts. Asstt. (designation) hereby declare the following:

- a) That the terms and conditions of the above Settlement dated \_\_\_\_\_, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.



- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 1,000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement and paid to ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

**ANNEXURE-B****Declaration**

(Reference Clause No. 29.2 of the Settlement dated 16th January, 2003)

I Anil C. Govekar (Name) EPR No. 1850 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Financial Accounts (department) as Sr. Accts. Asstt. (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated January 16, 2003, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.

- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 500/- towards Employees Welfare Trust as per past practice in this regard. The above amount may be recovered from the arrears payable to me arising out of this settlement dated January 16, 2003 signed with ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

**ANNEXURE-C****Declaration**

(Reference clause No. 29.2 of the settlement dated 30th November, 2009)

I Anil C. Govekar (Name) EPR No. 1850 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Financial Accounts (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 30th November, 2009, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of

the settlement in order to become eligible to receive the benefits contained therein.

- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement off all the demands raised by me or any Union or my behalf.
- e) I agree that my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- g) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- h) That, I also agree to make a contribution of Rs. 3000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated November 30, 2009 signed with the ZACL employees union.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) That I also agree to make a contribution of Rs. 5000/- or 20% of total arrears whichever is less to the union signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated December 11th, 2014 signed with the ZACL Employees' Union.

#### ANNEXURE-D

##### Declaration

(Reference clause No. 34.2 of the settlement dated 11th December, 2014)

I Anil C. Govekar (Name) EPR No. 1850 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Financial Accounts (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 11th December, 2014, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 34.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I, accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.

The above annexures have been signed by the workman Shri. Anil C. Govekar.

The terms and understanding entered into between Shri Raghoba S. Shirodkar (Sr. No. 16) and Party II read as under:

1. Mr. Raghoba Shirodkar shall be extended the terms and conditions of the settlements dated 16-01-2003, 24-03-2006, 30-11-2009 and dated 11-12-2014 on signing the undertakings at Annexure—A, Annexure—B, Annexure—C, and Annexure—D enclosed.
2. The terms and conditions of the settlements shall be extended to Mr. Raghoba Shirodkar prospectively from the date of signing of the Undertakings and Memorandum of Undertakings.
3. On extension of such terms and conditions of the settlements, Mr. Raghoba Shirodkar has no subsisting claim against the management and reference IT/62/99 and IT/10/2007 in the matter of Charter of Demands and IT/61/99 in the matter of productivity linked incentive pending before the Industrial Tribunal stands conclusively settled.

4. Mr. Raghoba Shirodkar also stated that in view of the understanding in the matter of Charter of demands/settlements he does not wish to pursue the reference.
5. The parties agree to file the understanding before the Industrial Tribunal with a request for an award in terms of the understanding in reference IT/62/99, IT/45/2003, IT/107//2007 in the matter of charter of demands and IT/61/99 in the matter of productivity linked incentive.

The above terms and understanding has been signed by the concerned workman Mr. Raghoba Shirodkar and the Chief General Manager- HR of Party II.

The Annexures A, B, C and D which form the enclosures to the above terms and understanding read as under:-

#### **ANNEXURE-A**

##### **Declaration**

(Reference Clause No. 29.2 of the Settlement dated March 24, 2006)

I Raghoba S. Shirodkar (Name) EPR No. 1494 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/FA (department) as Sr. Accounts Assts. (designation) hereby declare the following:

- a) That the terms and conditions of the above Settlement dated \_\_\_\_\_, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.
- e) I agree that all my demands are met with and I agree not to either raise or pursue

demand raised by me or any Union on my behalf regarding items covered by this settlement.

- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 1,000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement and paid to ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

#### **ANNEXURE-B**

##### **Declaration**

(Reference Clause No. 29.2 of the Settlement dated 16th January, 2003)

I Raghoba S. Shirodkar (Name) EPR No. 1494 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/FA (department) as Sr. Accounts Assts. (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated January 16, 2003, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2, regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any union on my behalf.

- e) I agree that all my demands are met with and I agree not to either raise or pursue demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own freewill with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) I also agree to make a contribution of Rs. 500/- towards Employees Welfare Trust as per past practice in this regard. The above amount may be recovered from the arrears payable to me arising out of this settlement dated January 16, 2003 signed with ZACL Employees' Union.
- h) The terms and conditions of the settlement shall be extended prospectively from the date of signing of this declaration.

**ANNEXURE-C****Declaration**

(Reference clause No. 29.2 of the settlement dated 30th November, 2009)

I Raghoba S. Shirodkar (Name) EPR No. 1494 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/FA (department) as Sr. Accounts Assistant (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 30th November, 2009, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under clause No. 29.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement

off all the demands raised by me or any Union on my behalf.

- e) I agree that my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) That, I also agree to make a contribution of Rs. 3000/- to the union, signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated November 30, 2009 signed with the ZACL employees union.

**ANNEXURE-D****Declaration**

(Reference clause No. 34.2 of the settlement dated 11th December, 2014)

I Raghoba S Shirodkar (Name) EPR No. 1494 presently working in Zuari Agro Chemicals Limited/Zuari Global Limited in Finance/FA (department) as Sr. Accounts Assts. (designation) hereby declare the following:

- a) That the terms and conditions of the above settlement dated 11th December, 2014, have been fully explained to me/read by me and that I have fully understood the terms, conditions and implications and the effect of the said settlement.
- b) That I have specially read and understood the terms and conditions incorporated under Clause No. 34.2 regarding declaration to be given for receiving the benefits under the above settlement.
- c) That, I, accordingly give this declaration agreeing to abide by and bind myself by accepting all the terms and conditions of the settlement in order to become eligible to receive the benefits contained therein.
- d) In view of the acceptance of terms and conditions of above settlement I agree that this settlement is in full and final settlement of all the demands raised by me or any Union on my behalf.



- e) I agree that all my demands are met with and I agree not to either raise or pursue any demand raised by me or any Union on my behalf regarding items covered by this settlement.
- f) I am signing this declaration of my own free will with a request to pay me the benefits as may be applicable to me in terms of the said settlement and accordingly, I do hereby declare and confirm that I have fully accepted the said settlement and will abide by the terms and conditions of the said settlement.
- g) That I also agree to make a contribution of Rs. 5000/- or 20% of total arrears whichever is less to the union signatory to this settlement. The above amount may be recovered from the arrears payable to me arising out of this settlement dated December 11th, 2014 signed with the ZACL Employees' Union.

The above annexures have been signed by the workman Shri. Raghoba S. Shirodkar.

13. I have gone through the records of the case and the terms and understanding entered into between the above respective workmen and Party II. I am convinced that the terms and understanding are in the interest of the above respective workmen and therefore the same are accepted. Hence the following:

#### ORDER

1. In view of the understanding dated 22-12-14 entered into between the workmen at Sr. No. (12) Shri Sudhir Naik, at Sr. No. (13) Shri Anil C. Govekar and at Sr. No. (16) Shri Raghoba S. Shirodkar and Party II (annexed to Exbs. 96, 97 and 95 respectively), the reference by as against the aforesaid three workmen stand disposed off in terms of the respective terms and understanding entered into between them.
  2. No order as to costs.
- Inform the Government accordingly.

Sd/-  
(Bimba. K. Thaly)  
Presiding Officer  
Industrial Tribunal-cum-  
-Labour Court.

#### Department of Personnel

#### Order

No. 6/16/2012-PER (PFt)/3679

On recommendations of the Goa Services Board and with approval of the Government, Shri Umeshchandra L. Joshi, Under Secretary to Minister for Industries shall hold charge of the post of Assistant Director (Admn.), Directorate of Industries, Trade & Commerce in addition to his own duties, with immediate effect and in public interest.

Consequently, Shri Pravin M. S. Barad, Assistant Director (Admn.), Directorate of Industries, Trade & Commerce is posted as Deputy Collector (LA), South. Shri Barad shall draw his salary against the post of Deputy Collector (LA), South.

Above officers shall complete the process of handing over/taking over within 03 days from the date of issue of order and submit compliance.

By order and in the name of the Governor of Goa.

*Surendra F Naik*, Under Secretary (Personnel-II).  
Porvorim, 5th November, 2015.

#### Order

No. 6/13/97-PER/3707

Shri Melvyn Vaz, Senior Scale Officer of Goa Civil Service, shall draw his salary against the post of Leave & Training Reserve w.e.f. 14-10-2015 until further orders.

By order and in the name of the Governor of Goa.

*Surendra F Naik*, Under Secretary (Personnel-II).  
Porvorim, 9th November, 2015.

#### Order

No. 6/2/2005-PER/3754

On recommendations of the Goa Services Board and with approval of the Government, Shri Pundalik Khorjuekar, Deputy Collector & SDM, Mapusa shall hold charge of the post of Administrator of Comunidade, North in addition to his own duties, with immediate effect and in public interest thereby relieving Shri Dasharath Redkar, Under Secretary, Goa State Information Commission of the additional charge.

Shri Dasharath Redkar, Under Secretary, Goa State Information Commission shall hold charge of the post of Deputy Registrar of Co-operative Societies in addition to his own duties, with immediate effect and in public interest thereby relieving Smt. Anuja Faldessai, Deputy Director (Admn.), Goa Dental College of the additional charge.

Above officers shall complete the process of handing over/taking over immediately and submit compliance.

By order and in the name of the Governor of Goa.

*Meghana S. Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 16th November, 2015.

### Order

No. 6/2/2002-PER(Part)/3753

Shri Venancio Furtado, Director of Industries, Trade & Commerce, holding additional charge of Director of Settlement & Land Records shall hold additional charge of the post of SLAO, Mopa Airport Cell, with immediate effect and until further orders.

Shri Siddhivinayak Naik, Member Secretary, Goa State Commission for Women, stands relieved of the additional charge of the post of SLAO, Mopa Airport Cell.

By order and in the name of the Governor of Goa.

*Meghana S. Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 16th November, 2015.

### Order

No. 15/18/2003-PER(Part-I)/3678

- Read: Order Nos. 1) 15/18/2003-PER (Part-I) dated 12-05-2015.  
2) 15/18/2003-PER (Part-I) dated 26-05-2015.  
3) 15/18/2003-PER (Part-I) dated 05-06-2015.  
4) 15/18/2003-PER (Part-I) dated 31-07-2015.  
5) 15/18/2003-PER (Part-I) dated 10-08-2015.

In pursuance to the Order No. 15/18/2003-PER(Part-I) dated 03-11-2015, the following Mamlatdars/Joint Mamlatdars/Assistant Director of Civil Supplies (Probationers) mentioned in Column (2) below are hereby requested to resume their training at the Goa Institute of Public Administration and Rural Development, Ela, Old-Goa from 03-11-2015 to 21-11-2015. The training shall be held from Mondays to Saturdays excluding Sundays and public holidays (from 9.30 a.m. to 5.00 p.m.).

In order, not to hamper the smooth functioning of departments during the training period of the probationers, the following officers shown in Column (3) shall hold charge of the posts mentioned therein during the training period i.e. 03-11-2015 to 21-11-2015 in addition to their own duties.

Sr. No.	Officer to be drafted for training	Officer to hold the additional charge
1	2	3
1.	Smt. Sapna S. Naik Bandodkar, Jt. Mamlatdar-I, Tiswadi	Smt. Veera V. Nayak, Mamlatdar Tiswadi shall hold additional charge of the post of Jt. Mamlatdar-I, Tiswadi.
2.	Smt. Isha M. Sawant, Jt. Mamlatdar-III, Bardez holding additional charge of Jt. Mamlatdar-II, Pernem	Shri Madhu Narvekar, Mamlatdar, Bardez shall hold additional charge of the post of Jt. Mamlatdar-III, Bardez.  Shri Pravin Hire Parab, Jt. Mamlatdar-II, Bardez shall hold additional charge of the post of Jt. Mamlatdar-II, Pernem.
3.	Kum. Nancy Fernandes, Jt. Mamlatdar-III, Tiswadi	Shri Shailendra J. Dessai, Jt. Mamlatdar-II, Tiswadi shall hold additional charge of the post of Jt. Mamlatdar-III, Tiswadi.

1	2	3
4. Shri Mandar Mohan Naik, Jt. Mamlatdar-IV, Bardez	Shri Ravishekhar G. Nipanikar, Jt. Mamlatdar-I, Bardez shall hold additional charge of the post of Jt. Mamlatdar-IV, Bardez.	
5. Kum. Amalia Olivia Fatima Pinto, Jt. Mamlatdar-I, Pernem	Shri Rajesh Ajgaonkar, Mamlatdar, Pernem shall hold charge of the post of Jt. Mamlatdar-I, Pernem.	
6. Shri Eshant Vasudev Sawant, Jt. Mamlatdar-III, Bicholim	Shri Gurudas S. T. Desai, Mamlatdar, Bicholim shall hold additional charge of the post of Jt. Mamlatdar-III, Bicholim.	
7. Shri Abhir Chandrakant Hede, Jt. Mamlatdar-I, Ponda	Shri Joao B. Fernandes, Mamlatdar, Ponda shall hold additional charge of the post of Jt. Mamlatdar-I, Ponda.	

Shri Vimod Dalal, Jt. Mamlatdar-I, Mormugao shall hold additional charge of Jt. Mamlatdar-II, Mormugao.

On the recommendations of the Goa Service Board and approval of the Government, Shri Nathan Leonard Afonso, Jt. Mamlatdar-II, Mormugao is hereby transferred and posted as Mamlatdar, Canacona with additional charge of Jt. Mamlatdar-I, Canacona thereby relieving Shri Ramesh N. Gaonkar, Mamlatdar, Canacona and Shri Dattaraj K. Gauns Dessai, Jt. Mamlatdar-II, Canacona, with immediate effect in public interest during the training period from 03-11-2015 to 21-11-2015.

After completion of the training period Shri Nathan Leonard Afonso Mamlatdar, Canacona with additional charge of Jt. Mamlatdar-I, Canacona shall stand transferred as Jt. Mamlatdar-II, Mormugao to their original posting and thereby relieving Shri Vimod Dalal, Jt. Mamlatdar-I, Mormugao of the additional charge. Shri Ramesh N. Gaonkar shall stand posted as Mamlatdar, Canacona and Shri Dattaraj K. Gauns Dessai shall stand posted as Jt. Mamlatdar-II, Canacona. Shri Nathan Leonard Afonso shall continue to draw his salary against the post of Jt. Mamlatdar-II, Mormugao.

After completion of training all the officers mentioned in column No. 3 shall be relieved of their respective additional charges.

On the recommendations of the Goa Service Board and approval of the Government, the postings of following Officers appointed in the cadre of Mamlatdars/Joint Mamlatdars/Assistant Director of Civil Supplies on completion of their probationers training at GIPARD w.e.f. 13-11-2015 are ordered with immediate effect in public interest:-

Sr. No.	Name of the officer	Posted as
1.	Shri Sandeep Sahadev Gawde	Jt. Mamlatdar-IV, Tiswadi.
2.	Shri Akshay Gurunath Potekar	Jt. Mamlatdar-V, Bardez.
3.	Smt. Durga Dwarkanath Kinlekar	Jt. Mamlatdar-IV, Bicholim.
4.	Shri Raghuraj Arun Faldesai	Jt. Mamlatdar-IV, Salcete thereby relieving Smt. Roshell Aurita Fernandes, Jt. Mamlatdar-II, Salcete of the additional charge.
5.	Smt. Avelina Dsa E. Pereira	Jt. Mamlatdar-V, Salcete thereby relieving Shri Vishal C. Kundaikar, Mamlatdar, Salcete of the additional charge.

By order and in the name of the Governor of Goa.

*Surendra F. Naik*, Under Secretary (Personnel-II).

Porvorim, 5th November, 2015.

**Addendum**

No. 6/9/2009-PER(Part IV)/3762

Read: Order No. 6/9/2009-PER (Part IV) A dated 13-10-2015.

Kum. Margaret Fernandes, Superintendent of Central Jail, Colvale, shall continue to draw her salary against the post of Additional Secretary (ARD).

Shri Arvind Bugde, Addl. Collector, Sub-District, Bardez, holding additional charge of Custodian of Evacuee Property, shall draw his salary against the post of Leave & Training Reserve.

By order and in the name of the Governor of Goa.

*Meghana S. Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 16th November, 2015.

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**Department of Public Health**

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**Order**

No. 7/4/2003-I/PHD/(Part-I)/1929

On the recommendation of Goa Public Service Commission as conveyed vide their letter No. COM/II/12/54(3)/2015/1171 dated 20-08-2015, Government is pleased to declare satisfactory completion of probation period of two years of the following Deputy Director under the Directorate of Food & Drugs Administration with effect from the date shown below in the table i.e. the date of their completion of probation period.

Sr. No.	Name of Officer	Date of completion of probation period
1.	Smt. Jyoti J. Sardesai	01-11-2014
2.	Shri Rajendra R. Naik	04-11-2014

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health-II).

Porvorim, 9th September, 2015.

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**Order**

No. 35/8/2004-I/PHD (Part file)/1968

Government of Goa is pleased to constitute "District Family Planning Indemnity Sub-Committee for North Goa" from within the

District Quality Assurance Committee for North Goa which would process claims received from the clients and complaints/claims lodged against the surgeons and accredited facilities, as per procedure and time frame laid down in the manual on Family Planning Indemnity Scheme 2013. The committee shall comprise of the following members:

- |  |           |
|--|-----------|
| 1. Collector, North Goa District   | Chairman. |
| 2. Medical Superintendent-cum-Dy. Director, North Goa District Hospital, Mapusa    | Convener. |
| 3. Senior Gynaecologist, North Goa District Hospital, Mapusa                       | Member.   |
| 4. Senior Surgeon, North Goa District Hospital, Mapusa                             | Member.   |
| 5. Health Officer, Community Health Centre, Pernem/Primary Health Centre, Candolim | Member.   |

The terms of reference for District Family Planning Indemnity Sub-Committee for North Goa as under:

1. Dissemination of Quality Assurance policy and guidelines to all stakeholders.
2. Ensuring Standards for Quality of Care.
3. Review, report and process compensation claims for onward submission to the SQAC under National Family Planning Indemnity Scheme.
4. In case a facility reports a sterilization related death, the Convener of the DQAC should inform the convener of the SQAC within 24 hours.
5. Monitoring QA efforts in the District.
6. Periodic Review of the progress of QA activities-quarterly review meetings.
7. Supporting quality improvement process.
8. Co-ordination with the State.
9. Reporting.

By order and in the name of the Governor of Goa.

*Maria Seomara De Souza*, Under Secretary (Health-II).

Porvorim, 6th October, 2015.



**Order**

No. 38/143/2015-I/PHD/1930

Government is pleased to recognize “Royal Hospital, Margao-Goa” for the treatment of Haemodialysis to Kidney patients @ Rs. 1,300/- per dialysis for a minimum of 12 dialysis per month for the purpose of Medicaime under Goa Medicaime Scheme and for medical reimbursement of Government Employees, Freedom Fighter, MLAs under the Medical Attendance Rules, 1994.

This issues with the concurrence of Finance (Exp.) Department vide their U.O. No. 1400017165 dated 22-10-2015.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 29th October, 2015.

**Order**

No. 7/8/2007-III/PHD (MISC-IV)/1679

Read: Order No. 13/1/2013-PER dated 30-01-2015 issued by Department of Personnel.

Consequent upon appointment of Ms. Pearl Fernandes as Bio-chemist in Institute of Psychiatry & Human Behaviour, Bambolim vide order No. 6/5/2012-III/PHD dated 09-11-2015, the extension granted to Dr. I. R. Miller Mukherjee, Bio-chemist stands terminated with effect from the date of joining of Ms. Pearl Fernandes as Bio-chemist in I.P.H.B.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 12th November, 2015.

**Order**

No. 4/3/2008-II/PHD/1745

Read: Memorandum No. 4/3/2008-II/PHD dated 2-11-2015.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(1)/90-08/Vol.I/1226 dated 12-10-2015, Government is pleased to appoint Dr. Teresa Maria Palmira Costa Ferreira to the post of Assistant Professor in the Department of Neurology in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the

Pay Band—3, Rs. 15,600-39,100+ Grade Pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Teresa Maria Palmira Costa Ferreira shall be on probation for a period of two years.

Dr. Teresa Maria Palmira Costa Ferreira has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of her character and antecedents. In the event of any adverse remarks noticed by the Government on verification of her character and antecedents, her services shall be terminated.

The appointment is made against the vacancy occurred due to resignation of Dr. Krishe Menezes w.e.f. 05-06-2003, which is subsequently revived Order No. 4/22/2009-II/PHD(PF) dated 12-05-2015.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 20th November, 2015.

**Certificate**

No. 4/26/2008-II/PHD/Part/1723

Read: Government Order No. 4/26/2008-II/PHD/Part dated 03-08-2015.

Certified that the character and antecedents of Smt. Priyanka Vallabh Prabhugaunker, Assistant Pharmaceutical Chemist in Goa Medical College and Hospital, Bambolim-Goa mentioned in the above referred Order have been verified by the District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 18th November, 2015.

**Department of Public Works**

Office of the Principal Chief Engineer

**Order**

No. 34/3/2015/PCE-PWD-ADM(II)/200

Government is pleased to promote the below mentioned Assistant Engineers/Assistant Surveyor of Works/Engineering Assistants (Civil) to the post of Executive Engineer/Surveyor of Works (Civil) on ad hoc basis in Public Works

Department, Group 'A', Gazetted in the pay band of Rs. 15,600-39,100+ Grade Pay of Rs. 6,600/- with immediate effect for a period of one year or till the posts are filled on regular basis, whichever is earlier.

Sr. No.	Name of Officer
1.	Kum. Odette A. L. S. D'Silva.
2.	Shri C. C. Theodoro Dias.
3.	Shri Kumar Ramamurthi.
4.	Shri Narayan P. Mayenkar.
5.	Shri Pramod S. Prabhu.

The posting orders will be issued separately.

They shall continue to hold the charge of their respective posts currently held by them, until further orders.

The above ad hoc promotion will not bestow on the promoted officers any claim for regular promotion nor the service rendered on ad hoc basis in the grade will be counted for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

*D. J. S. Borker*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Porvorim, 17th November, 2015.

## Department of Water Resources Department

Office of the Chief Engineer

### Order

No. 3/25-15/90/WR/1088

Read: Government Order No. 3/25-15/90/WR/76 dated 29-04-2015.

Government is pleased to extend the ad hoc promotion of following Assistant Engineers/ /Assistant Surveyor of Works (Civil) in the Water Resources Department promoted vide Government order referred above, for the period of six months from 29-10-2015 to 28-04-2016 or till the posts are filled on regular basis, whichever is earlier, on the same terms and conditions as stipulated in the aforesaid order.

This is issued with the approval of Government vide No. Pr. S(WR)1400017435/F dated 15-10-2015.

1. Shri Bhanudas Rajaram Naik.
2. Shri Sunil Ragunath Karmarkar.
3. Shri Manguesh Dinkar Sathe.
4. Shri Dilip Rohidas Naik.
5. Shri Rajan Kambli (SC).
6. Shri Surendra Venkappa Bonageri.
7. Shri Deepak Salaskar.
8. Shri Keshav Deshpande.
9. Shri Shaikh Basha.
10. Shri Sharanadasappa Mahantappa Patri.
11. Shri Lakkappa Satyappa Nadagaddi.

By order and in the name of the Governor of Goa.

*S. T. Nadkarni*, Chief Engineer and ex officio Addl. Secretary (WR).

Porvorim, 9th November, 2015.

## Department of Women & Child Development

Directorate of Women & Child Development

### Order

No. 4-3-2000-W&CD/Part/8288

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/59(1)/2011/1254 dated 5-11-2015, and with the approval of the Government, Smt. Vijaya Vernekar, Mukhya Sevika is hereby promoted to the post of the Child Development Project Officer/Social Welfare Officer, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+ Grade Pay Rs. 4,200/- on regular basis with effect from the date of taking over the charge of the post, and posted her at Women and Child Development Block office Pernem against vacant post.

The newly promoted officer shall be on probation period of two years. She should exercise an option for fixation of pay under F.R.(22)(1)(a)(1) within one month from the date of promotion.

The expenditure in respect of above post shall be debited to the Budget Head of Account "2235—Social Security & Welfare; 102—Child Welfare; 03—Integrated Child Development Project Scheme including Health cover (plan) (A); 01—Salaries."

By order and in the name of the Governor of Goa.

*Deepali Naik*, Director & ex officio Joint Secretary (WCD).

Panaji, 18th November, 2015.

**Notification**

No. 2-103(134)2015/DWCD/8217

In exercise of the powers conferred under Rule 81 (f) of the Goa Juvenile Justice (Care and Protection of Children) Rules, 2013 (hereinafter referred as said Rules) and The Revised Integrated Child Protection Scheme 2014-2015, the Government of Goa hereby constitutes the District Child Protection Committee, North Goa for the State of Goa for the purpose of the said rules with immediate effect. The committee shall monitor the effective implementation of programmes and discharge of the functions of the District Child Protection Unit in the District as per the provisions of the said Rules. The District Child Protection Committee (DCPC) shall take over the functions of the City/District Level Advisory Boards, as per the Integrated Child Protection Scheme guidelines (2014-2015).

As per the Notification following are the members of the committee.

Sr. No.	Member	Designation
1.	The Chairperson Zilla Parishad	Chairperson.
2.	The Collector, North Goa	Co-Chair-person.
3.	The Suptd. of Police, North Goa	Member.
4.	Member Child Welfare Committee, North Goa	Member.
5.	Member Juvenile Justice Board, North Goa	Member.
6.	Representative of Directorate of Health Services, North Goa	Member.
7.	Representative from the Office of Labour Commissioner, North Goa	Member.
8.	Representative from the Education Department, North Goa	Member.
9.	Representative from the Directorate of Panchayats, North Goa	Member.
10.	Director, Children's Rights in Goa (CRG), NGO	Member.
11.	Probation Officer, Directorate of Women and Child Development	Member Secretary.

This supersedes the earlier Notification No. 2-103(134)-2011/DWCD/1840 dated 15-05-2012.

By order and in the name of the Governor of Goa.

*Deepali Naik*, Director & ex officio Jt. Secretary (Women and Child Development).

Panaji, 16th November, 2015.

**Notification**

No. 2-103(134)2015/DWCD/8218

In exercise of the powers conferred under Rule 81 (f) of the Goa Juvenile Justice (Care and Protection of Children) Rules, 2013 (hereinafter referred as said Rules) and The Revised Integrated Child Protection Scheme 2014-2015, the Government of Goa hereby constitutes the District Child Protection Committee, South for the State of Goa for the purpose of the said rules with immediate effect. The committee shall monitor the effective implementation of programmes and discharge of the functions of the District Child Protection Unit in the District as per the provisions of the said Rules. The District Child Protection Committee (DCPC) shall take over the functions of the City/District Level Advisory Boards, as per the Integrated Child Protection Scheme guidelines (2014-2015).

As per the Notification following are the members of the committee.

Sr. No.	Member	Designation
1.	The Chairperson Zilla Parishad	Chairperson.
2.	The Collector, South Goa	Co-Chairperson.
3.	The Suptd. of Police, South Goa	Member.
4.	Member Child Welfare Committee, South Goa	Member.
5.	Member Juvenile Justice Board, South Goa	Member.
6.	Representative of Directorate of Health Services, South Goa	Member.
7.	Representative from the Office of the Labour Commissioner, South Goa	Member.
8.	Representative from the Education Department, South Goa	Member.

- |   |                   |
|---|-------------------|
| 9. Representative from the Directorate of Panchayats, South Goa   | Member.           |
| 10. Director, Anyay Rahit Zindagi (ARZ) (NGO)                     | Member.           |
| 11. Probation Officer, Directorate of Women and Child Development | Member Secretary. |

This supersedes the earlier Notification No. 2-103(134)-2011/DWCD/1841 dated 15-05-2012.

By order and in the name of the Governor of Goa.

*Deepali Naik*, Director & ex officio Jt. Secretary (Women and Child Development).

Panaji, 16th November, 2015.

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**Notification**

No. 2-280-SL-2012-DW & CD/Part file/8432

Read: (1) Notification No. 2-280-SL-2012-DW & CD/4291 dated 1-10-2012;

(2) Amendment Notification No. 2-280-SL-2012-DW & CD/7114 dated 16-7-2014;

(3) Amendment Notification No. 2-280-SL-2012-DW & CD/01027 dated 18-2-2015; and

(4) Amendment Notification No. 2-280-SL-2012-DW & CD/362 dated 14-07-2015.

In exercise of the powers conferred under proviso of clause 7 of the Griha Aadhar Scheme and as notified vide Notification No. 2-280-SL-2012-DW CD/362 dated 14-07-2015 and published in the Official Gazette at Series I No. 17 dated 23rd July, 2015, the Government is pleased to relax the period of 30 days in sub-clause (a) & (b) of clause 5 of the Scheme and extend the period for submitting the Life Certificate/Income of the beneficiaries who have to submit in the month of October, 2015 during this current year by two months i.e. from 31st October, 2015 to 31st December, 2015.

This issues with the approval of the Government vide U. O. No. 265/F dated 19-11-2015.

By order and in the name of the Governor of Goa.

*Deepali D. Naik*, Director & ex officio Joint Secretary (W&CD).

Panaji, 24th November, 2015.

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